



Carlos Jackson
Executive Director

COMMUNITY DEVELOPMENT COMMISSION

County of Los Angeles

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Gloria Molina
Yvonne Brathwaite Burke
Zev Yaroslavsky
Don Knabe
Michael D. Antonovich
Commissioners

February 8, 2005

Honorable Board of Commissioners
Community Development Commission
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Honorable Board of Commissioners
Housing Authority of the
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Commissioners:

**AWARD ONE-YEAR AGREEMENTS TO PROVIDE COUNTYWIDE ASBESTOS
AND/OR LEAD CONSULTING SERVICES (ALL DISTRICTS)
(3 Vote)**

**IT IS RECOMMENDED THAT THE BOARD OF COMMISSIONERS OF THE
COMMUNITY DEVELOPMENT COMMISSION:**

1. Approve and authorize the Executive Director of the Community Development Commission to execute one-year Asbestos and/or Lead Consulting Services Agreements (Agreements) with the 13 firms identified in Attachment A, using the form of the attached Agreement, to provide asbestos and/or lead consulting services on a project-by-project, as-needed basis during the development and/or rehabilitation of affordable housing, commercial and other facilities throughout the County of Los Angeles, to be effective upon execution by all parties, and to use for this purpose a maximum aggregate amount of \$710,000, to be incorporated into the Commission's approved Fiscal Year 2004-2005 budget, as needed.

2. Authorize the Executive Director to execute amendments to the one-year Agreements, following approval as to form by County Counsel, to extend the time of performance for a maximum of two years, in one-year increments and to increase the total amount of compensation for the second and third years, to a maximum aggregate amount of \$887,500 and \$1,109,375 respectively, using funds to be included in the Commission's approved budgets through the annual budget process.
3. Authorize the Executive Director to increase the first year of the Agreements by a maximum aggregate of \$177,500, to be incorporated into the Commission's approved Fiscal Year 2004-2005 budget, as needed and to increase the second and third years of the Agreements by a maximum aggregate of \$221,875 and \$277,344, respectively, using funds to be included in the Commission's approved budgets through the annual budget process, for unforeseen costs and projects.

IT IS RECOMMENDED THAT THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY:

1. Approve and authorize the Executive Director of the Housing Authority to execute one-year Asbestos and/or Lead Consulting Services Agreements (Agreements) with the 13 firms identified in Attachment A, using the form of the attached Agreement, to provide asbestos and/or lead consulting services on a project-by-project, as-needed basis during the development and/or rehabilitation of affordable housing, commercial and other facilities throughout the County of Los Angeles, to be effective upon execution by all parties, and to use for this purpose \$110,000 to be incorporated into the Housing Authority's approved Fiscal Year 2004-2005 budget, as needed.
2. Authorize the Executive Director to execute amendments to the one-year Agreements, following approval as to form by County Counsel, to extend the time of performance for a maximum of two years, in one-year increments and to increase the total amount of compensation for the second and third years to a maximum aggregate amount of \$137,500 and \$171,875 respectively, using funds to be included in the Housing Authority's approved budget through the annual budget process.
3. Authorize the Executive Director to increase the first year of the Agreements by a maximum aggregate of \$27,500, to be incorporated into the Housing Authority's approved Fiscal Year 2004-2005 budget, and to increase the second and third years of the Agreements by a maximum aggregate of \$34,375 and \$42,969, respectively, using funds to be included in the Housing Authority's approved budgets

through the annual budget process, for unforeseen costs and projects.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

The purpose of the recommended action is to enter into Agreements to retain the services of 13 firms to provide asbestos and/or lead consulting services for the development and/or rehabilitation of affordable housing, commercial and other facilities benefiting the County of Los Angeles.

FISCAL IMPACT/FINANCING:

There is no impact on the County general fund. The maximum aggregate amount for all years of the Agreements, if fully extended, will be \$2,706,875 for the Commission and \$419,375 for the Housing Authority.

For the first year of services under the Agreements, the Commission will use a maximum aggregate of \$710,000, to be incorporated into the Commission's approved Fiscal Year 2004-2005 budget, as needed. A 25 percent contingency, in the maximum aggregate amount of \$177,500, is also being set aside for unforeseen costs and projects, to be incorporated into the Commission's approved Fiscal Year 2004-2005 budget, as needed

After the first year, the Commission may extend the Agreements for an additional two years, in one-year increments, contingent upon availability of funds. If extended, compensation for the second and third years of the Agreements will not exceed a maximum aggregate amount of \$877,500 and \$1,109,375 respectively, using funds to be incorporated into the Commission's approved budgets through the annual budget process.

The Commission is also setting aside a 25 percent contingency for each year of the Agreements, in the maximum aggregate amount of \$221,875 and \$277,344 for the second and third years of the Agreements, respectively, for unforeseen costs and projects, using funds to be included into the Commission's approved budgets through the annual budget process.

The terms of the Housing Authority Agreements will parallel those of the Commission. For the first year of services under the Agreements, the Housing Authority will use a maximum aggregate of \$110,000, to be incorporated into the Housing Authority's approved Fiscal Year 2004-2005 budget, as needed. After the first year, the Housing Authority may extend the Agreements for an additional two years, in one-year increments, contingent upon availability of funds. If extended, compensation for the second and third years of the Agreements will not exceed a maximum aggregate amount of \$137,500 and \$171,875 respectively, using funds to be included in the Housing Authority's approved budgets through the annual budget process.

The Housing Authority is also setting aside a 25 percent contingency for each year of the Agreements, in the maximum aggregate amount of \$27,500 for the first year, to be incorporated into the Housing Authority's approved Fiscal Year 2004-2005 budget, as needed, and \$34,375 and \$42,969 for the second and third years of the Agreements,

respectively, to incorporate specific sites and include additional projects and compensation, using funds to be included in the Housing Authority's approved budgets through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

The Asbestos Hazard Emergency Response Act, the National Emissions Standards for Hazardous Air Pollutants and the South Coast Air Quality Management District have established regulatory requirements for testing and abatement of asbestos. The U. S. Department of Housing and Urban Development (HUD) has established requirements for the reduction of lead-based hazards in federally assisted projects. In addition, the Toxic Substances Control Act, the federal Occupational Health and Safety Administration, the California Code of Regulations, and the California Environmental Protection Agency have established regulatory requirements for the testing and abatement of lead.

The proposed Agreements define the asbestos consulting services to be performed by the 13 firms identified in Attachment A. Over the initial one-year term, as required during the development and/or rehabilitation of affordable housing, commercial and other facilities, the firms will conduct the following activities: asbestos surveys, project design and monitoring (including review of construction contract documents, plans and specifications), limited (component-specific) sampling, abatement feasibility studies, pre-abatement (baseline) testing, cost estimates, on-site abatement monitoring during construction, clearance testing, and waste handling and disposal.

The proposed Agreements also define the lead consulting services to be performed by the 13 firms identified in Attachment A. Over the initial one-year term, as required during the development and/or rehabilitation of affordable housing, commercial and other facilities, the firms will conduct the following activities: lead based paint inspections, risk assessments, hazard assessments, limited sampling (component-specific), soil sampling, pre-abatement testing, abatement project design and monitoring activities (including review of construction contract documents, plans and specifications), cost estimates, and clearance testing.

The one-year Agreements may be amended to incorporate specific sites, and detailed statements of work for each project. The Agreements may also be amended to extend the time of performance for a maximum of two years, in one-year increments, and to include additional projects and compensation.

The firms will be assigned projects and will receive compensation based on the statement of services performed on a project-by-project, as-needed basis. The addition of projects to each Agreement will be determined based on site needs, qualifications of the consultant in the various aspects of the testing process, and the complexity of the assignment. The cost of services will not exceed the costs accepted on the Cost Sheets submitted with the proposals in response to the Request for Proposals, or the negotiated dollar amount for individual asbestos or lead assignments or work programs.

Should any of the firms identified in Attachment A require additional or replacement personnel during the term of the Agreements, they will give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program and General Relief Opportunity for Work (GROW) Program who meet the minimum qualifications for the open positions. The firms will contact the County's GAIN/GROW Division for a list of participants by job category.

County Counsel has reviewed this letter. The Agreements will be effective following execution by all parties.

ENVIRONMENTAL DOCUMENTATION:

Pursuant to 24 Code of Federal Regulations, Part 58, Section 58.34(a)(3), the Agreements are exempt from the provisions of the National Environmental Policy Act because they involve administrative activities and will not alter existing environmental conditions. The actions are not subject to the provisions of the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines 15061 (b)(3) because they are covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.

CONTRACTING PROCESS:

On July 6, 2004, a Request for Proposal (RFP) process was initiated to identify firms to provide asbestos and/or lead consulting services. An RFP announcement was mailed to 487 consulting firms identified from the Commission's vendor list. Announcements appeared in eight local newspapers and on the County's WebVen website. A copy of the RFP also was posted on the Commission's website.

By the deadline of August 3, 2004, proposals were received from 19 firms, of which 17 were evaluated. Two proposals did not meet the minimum requirements set forth in the RFP. Three proposals were received after the deadline. The 17 proposals were evaluated, and based on the RFP requirements and the rating process, H2 Environmental Consulting Services, Inc., Lead Tech Environmental, Global Environmental Training and Consulting, Health Science Associates, Barr and Clark, Inc., Hillmann Environmental Group LLC, Ambient Environmental, Inc., National Econ Corporation, SCA Environmental, Inc., Komex H2O Science, Inc., CTL Environmental Services, Allstate Services Environmental, Inc., and ATC Associates, Inc., are being recommended for inclusion on a list of firms to be utilized on a project-by-project, as-needed basis for asbestos and/or lead consulting services.

On October 19, 2004, Allied Environmental Services (AES) notified the Commission that it was appealing its non-selection as one of the firms recommended for inclusion on the Commission's list. In accordance with the Commission's Purchasing Policy and Procedures Manual, a hearing was held on November 22, 2004. It was determined that the Commission's evaluation process was fair and none of the reasons raised by AES had

Honorable Board of Commissioners
February 8, 2005
Page 6

merit. AES has agreed this resolves its appeal.

The Summary of Outreach Activities is provided as Attachment B.

IMPACT ON CURRENT PROGRAMS:

The proposed Agreements will provide Countywide asbestos and/or lead consulting services for housing, environmental, economic development and redevelopment projects.

Respectfully submitted,

CARLOS JACKSON
Executive Director

CJ:bvk

Attachments: 3

Attachment A
Proposed Firms for Award of Asbestos and/or Lead
Consulting Services Agreements

H2 Environmental Consulting Services, Inc.

Lead Tech Environmental

Global Environmental Training and Consulting

Health Science Associates

Barr and Clark, Inc.

Hillmann Environmental Group, LLC

Ambient Environmental, Inc.

National Econ Corporation

SCA Environmental, Inc.

Komex H2O Science, Inc.

CTL Environmental Services

Allstate Services Environmental, Inc.

ATC Associates, Inc.

ATTACHMENT B

AGREEMENTS FOR ASBESTOS/LEAD CONSULTING SERVICES

Summary of Outreach Activities

On July 6, 2004, the following outreach was initiated to identify qualified firms to provide asbestos and/or lead consulting services.

A. Request for Proposal Advertising

Request for Proposals (RFP) announcements appeared in the following eight local newspapers:

Antelope Valley Press	La Opinion
Eastern Group Publications	Los Angeles Times
International Daily News	The Daily News
L.A. Sentinel	Wave Community Newspapers

The announcement was also posted on the County's WebVen website.

B. Distribution of Proposal Packets

The Commission's vendor list was used to mail out the RFP to 487 asbestos and/or lead consulting firms, of which 129 identified themselves as businesses owned by minorities or women (private firms which are 51 percent owned by minorities or women, or publicly-owned businesses in which 51 percent of the stock is owned by minorities or women). A total of 60 firms received copies of the RFP either by mail or by downloading the RFP package from the Commission's website.

C. Proposal Results

By the deadline of August 3, 2004, RFPs were received from 19 firms, of which seven firms indicated they are minority-owned and/or female-owned. Two firms did not meet the minimum requirements set forth in the RFP and three firms submitted proposals after the deadline. A total of 17 proposals were evaluated, and based on the RFP requirements and rating process, Allstate Services Environmental, Inc., National Econ Corporation, Hillmann Environmental Group, LLC, H2 Environmental Consulting Services, Inc. SCA Environmental, Inc., Barr and Clark, Inc., Komex H2O Science, Inc., CTL Environmental Services, Health Science Associates, Ambient Environmental, Inc., Global Environmental Training and Consulting, Lead Tech Environmental, Inc., and ATC Associates, Inc. are being recommended for inclusion on a list of firms to be utilized on a project-by-project, as-needed basis for asbestos and/or lead consulting services.

D. Minority/Female Participation - Firms Selected for Pre-Qualified List

<u>Firm Name</u>	<u>Ownership</u>	<u>Employees</u>	
Allstate Services Environmental, Inc.	Female	20 5 7 25% 35%	Total Minorities Women Minority Women
National Econ Corporation	Non-Minority	12 4 3 33% 25%	Total Minorities Women Minority Women
Hillmann Environmental Group, LLC	Non-Minority	88 11 17 13% 19%	Total Minorities Women Minority Women
H2 Environmental Consulting Services, Inc.	Minority/Female	15 3 10 20% 67%	Total Minorities Women Minority Women
SCA Environmental, Inc.	Minority	27 11 9 41% 33%	Total Minorities Women Minority Women
Barr and Clark, Inc.	Non-Minority	9 0 2 0% 22%	Total Minorities Women Minority Women
Komex H2O Science, Inc.	Non-Minority	72 15 20 21% 28%	Total Minorities Women Minority Women

CTL Environmental Services	Female	31	Total
		11	Minorities
		14	Women
		35%	Minority
		45%	Women
Health Sciences Associates	Non-Minority	38	Total
		13	Minorities
		14	Women
		34%	Minority
		37%	Women
Ambient Environmental, Inc.	Non-Minority	6	Total
		4	Minorities
		2	Women
		67%	Minority
		33%	Women
Global Environmental Training & Consulting	Minority	6	Total
		5	Minorities
		2	Women
		83%	Minority
		33%	Women
Lead Tech Environmental, Inc.	Non-Minority	6	Total
		3	Minorities
		1	Woman
		50%	Minority
		17%	Women
ATC Associates, Inc.	Non-Minority	1,454	Total
		276	Minorities
		441	Women
		19%	Minority
		30%	Women

E. Minority/Female Participation - Firms Not Selected:

<u>Firm Name</u>	<u>Ownership</u>	<u>Employees</u>	
CSC, Inc.	Non-Minority	45	Total
		9	Minorities
		9	Women
		20%	Minority
		20%	Women

Allied Environmental Services	Minority	18	Total
		13	Minorities
		3	Women
		72%	Minority
		17%	Women
Environomics Southwest, LLC	Non-Minority	28	Total
		3	Minorities
		13	Women
		11%	Minority
		46%	Women
Hydrologue, Inc.	Minority/Female	15	Total
		3	Minorities
		6	Women
		20%	Minority
		40%	Women

The Community Development Commission and Housing Authority encourage the participation of minorities and women in the Agreement award process including: providing information about the Community Development Commission and Housing Authority at local and national conferences; conducting seminars for minorities and women regarding the Community Development Commission and Housing Authority's programs and services; advertising in newspapers to invite placement on the vendor list; and mailing information to associations which represent minorities and women. The above information has been voluntarily provided by the above firms.

The recommendation to award the Consulting Services Agreements to the above firms is being made in accordance with federal regulations, and without regard to race, color, sex, religion, national origin, ancestry, age, marital status, or disability.

ASBESTOS AND LEAD CONSULTING SERVICES

This Agreement is made and entered into this _____ day of _____, _____, by and between the Community Development Commission of the County of Los Angeles, hereinafter referred to as "Commission", and _____, hereinafter referred to as "Contractor."

RECITAL

1. PURPOSE

Contractor is in the business of providing needed asbestos and/or lead consulting services. On August 3, 2004 in response to the Request for Proposals, Proposer submitted a proposal to furnish the hereinafter-described asbestos and/or lead consulting services to the Commission.

TERMS AND CONDITIONS

2. TERM

This Agreement shall commence as of the day and year first above written and shall remain in full force and effect until **(insert date)**, unless sooner terminated as provided herein. This Agreement may be extended in one-year increments, for a total of two (2) additional years at the sole discretion of the Commission.

3. CONTRACTOR'S RESPONSIBILITIES

Contractor agrees to perform in a good workmanlike manner, to the satisfaction of the Commission's Executive Director, all the work described in the attached Statement of Work in Attachment A.

Contractor agrees that all work conducted under this contract will be performed only by appropriately licensed and/or certified personnel. Failure by the Contractor to ensure current and appropriate professional certifications of all personnel conducting work for the Commission may be considered grounds for contract termination.

All surveys, risk assessments, reports or other work products prepared by the Contractor shall be undertaken and prepared by appropriately certified personnel in accordance with the attached Statement of Work. All work products shall be prepared in a professional manner, and presented in a format satisfactory to the Commission.

Contractor agrees that any claims, liability, damage, or lawsuits resulting from its poor workmanship, including items which are not in compliance with federal, state,

county or city laws, regulations and guidelines will be the sole responsibility of the Contractor.

4. COMPENSATION

- A. Contractor will submit to the Commission a monthly invoice on a form approved by the Commission for services rendered, the Commission will pay to the Contractor based on the Fee Schedule in Attachment B within thirty (30) days of receipt of the invoice. The yearly amount of compensation under this Agreement will not exceed _____ Dollars (\$_____), and the total amount of compensation under this Agreement will not exceed _____ Dollars (\$_____).

OR

The Contractor shall be paid in accordance with the Commission standard accounts payable system.

The following conditions must be met to fulfill this Agreement and ensure prompt payment.

Contractor will submit a monthly invoice on a form approved by the Commission for services rendered, and this invoice must be approved by the Commission.

Contractor shall have no claim against the Commission for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment, it shall immediately notify the Commission and shall immediately repay all such funds to the Commission. Payment by the Commission for services rendered after expiration/termination of this Agreement shall not constitute a waiver of the Commission's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

5. SOURCES AND APPROPRIATION OF FUNDS

The Commission's obligation is payable only and solely from funds appropriated through the U.S. Department of Housing and Urban Development (HUD), for the purpose of this Agreement. All funds are appropriated every fiscal year beginning July 1.

In the event this Agreement extends into succeeding fiscal years and funds have not been appropriated, this Agreement will automatically terminate as of June 30 of the current fiscal year. The Commission will endeavor to notify the Contractor in writing within ten (10) days of receipt of non-appropriation notice.

6. TERMINATION FOR IMPROPER CONSIDERATION

The Commission may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Agreement, if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any Commission officer, employee or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment or extension of this Agreement or the making of any determinations with respect to the Contractor's performance pursuant to this Agreement. In the event of such termination, the Commission shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

The Contractor shall immediately report any attempt by a Commission officer or employee to solicit such improper consideration. The report shall be made either to the Executive Director or designee.

Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or other tangible gifts.

7. SUCCESSOR AND ASSIGNMENT

This Agreement may not be assigned by the Contractor except with prior written consent of the Executive Director of the Commission, or his designee. However, the Commission reserves the right to assign this Agreement to another public agency without the consent of the Contractor.

8. CONFIDENTIALITY OF REPORTS

The Contractor shall keep confidential all reports, information and data received, prepared or assembled pursuant to performance hereunder. Such information shall not be made available to any person, firm, corporation or entity without the prior written consent of the Commission.

9. SUBCONTRACTING

The Contractor may subcontract only those specific portions of work allowed in the original specifications covered by this Agreement with prior written approval by the Commission.

The contractor shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without prior written approval by the Commission.

10. INSURANCE

Contractor shall procure and maintain at Contractor's expense for the duration of this

Agreement the following insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of the work by the Contractor, its agents, representatives, employees or subcontractors.

- A. GENERAL LIABILITY INSURANCE (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

The Community Development Commission of the County of Los Angeles ("Commission"), the Housing Authority of the County of Los Angeles ("Housing Authority"), the County of Los Angeles ("County"), and their officials and employees, shall be covered as insured with respect to: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor.

- B. AUTOMOBILE LIABILITY INSURANCE (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each incident. Such insurance shall include coverage of all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".
- C. WORKERS' COMPENSATION and EMPLOYER'S LIABILITY insurance providing workers' compensation benefits, as required by the Labor Code of the State of California.

In all cases, the above insurance also shall include Employer's Liability coverage with limits of not less than the following:

Each Accident	\$1,000,000
Disease-policy limit	\$1,000,000
Disease-each employee	\$1,000,000

- D. PROFESSIONAL LIABILITY INSURANCE: If applicable, in an amount of not less than \$1,000,000 aggregate combined single limit, unless requirement has been waived in writing. This extends coverage claim arising from negligent professional activities such as medical treatments, psychiatric or financial counseling, etc. These exposures are excluded under the general liability form. In cases where the activities or financial for the Operating Agency present no meaningful professional exposure, Commission Risk Management may waive compliance with this contract provision upon written request. Any self-insurance program and self-insured retention must be separately approved by the Commission.

Each insurance policy shall be endorsed to state that coverage shall not be

canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the Commission.

Acceptable insurance coverage shall be placed with carriers admitted to write insurance in California or carriers with a rating of or equivalent to A: VIII by A.M. Best & Company. Any deviation from this rule shall require specific approval in writing by the Commission.

All coverage for subcontractors shall be subject to the requirements stated herein and shall be maintained at no expense to the Commission.

Contractor shall furnish the Commission with certificates of insurance and with original endorsements affecting coverage as required above. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Failure on the part of the Contractor to procure or maintain insurance required by this Agreement shall constitute a material breach of contract upon which the Commission may immediately terminate this Agreement.

11. INDEMNIFICATION

Contractor shall indemnify, defend and hold harmless the Community Development Commission of the County of Los Angeles, the Housing Authority of the County of Los Angeles, the County of Los Angeles and their elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

12. COMMISSION'S QUALITY ASSURANCE PLAN

The Commission will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies, which Commission determines are severe or continuing and that may place performance of the Agreement in jeopardy, if not corrected, will be reported to the Board of Commissioners. The report will include improvement/corrective action measures taken by the Commission and Contractor. If improvement does not occur consistent with the corrective measure, the Commission may terminate this Agreement, pursuant to Paragraph 13 or 14, or seek other remedies as specified in this Agreement.

A performance review will be conducted no later than ninety (90) days prior to the end of the first and second years of this Agreement as determined by the Commission to evaluate the performance of the Contractor. Based on the assessment of the performance review, as determined by the Commission in its sole discretion, written notification will be given to the Contractor whether this Agreement will be terminated at the end of the current year or will be continued into the next contract year.

13. TERMINATION FOR CONVENIENCE

The Commission reserves the right to cancel this Agreement for any reason at all upon thirty (30) days prior written notice to Contractor. In the event of such termination, Contractor shall be entitled to a prorated portion paid for all satisfactory work unless such termination is made for cause, in which event, compensation if any, shall be adjusted in such termination.

14. TERMINATION FOR CAUSE

This Agreement may be terminated by the upon written notice to the Contractor for just cause (failure to perform satisfactorily) with no penalties incurred by the Commission upon termination or upon the occurrence of any of the following events in A, B, C or D:

- A. Should the Contractor fail to perform all or any portion of the work required to be performed hereunder in a timely and good workmanlike manner or properly carry out the provisions of this Agreement in their true intent and meaning, then in such case, notice thereof in writing will be served upon the Contractor, and should the Contractor neglect or refuse to provide a means for satisfactory compliance with this Agreement and with the direction of the Commission within the time specified in such notice, the Commission shall have the power to suspend or terminate the operations of the Contractor in whole or in part.
- B. Should the Contractor fail within five (5) days to perform in a satisfactory manner, in accordance with the provisions of this Agreement, or if the work to be done under this Agreement is abandoned for more than three (3) days by the Contractor, then notice of deficiency thereof in writing will be served upon Contractor by the Commission. Should the Contractor fail to comply with the terms of this Agreement within five (5) days, upon receipt of said written notice of deficiency, the Executive Director of Commission shall have the power to suspend or terminate the operations of the Contractor in whole or in part.
- C. In the event that a petition of bankruptcy shall be filed by or against the Contractor.
- D. If, through any cause, the Contractor shall fail to fulfill, in a timely and proper manner, the obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the Commission shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor under this Agreement shall, at the option of the Commission become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed.

15. CONTRACTOR'S WARRANTY OF ADHERENCE TO THE COMMISSION CHILD SUPPORT COMPLIANCE PROGRAM

Contractor acknowledges that the Commission has established a goal of ensuring that all individuals who benefit financially from Commission through Agreements, are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the taxpayers of the County of Los Angeles.

As required by Commission's Child Support Compliance Program and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

16. TERMINATION FOR BREACH OF WARRANTY TO COMPLY WITH THE COMMISSION CHILD SUPPORT COMPLIANCE PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 15, "Contractor's Warranty of Adherence to Commission's Child Support Compliance Program" shall constitute a default by Contractor under this Agreement. Without limiting the rights and remedies available to Commission under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Services Department (CSSD) shall be grounds upon which the Commission Board of Commissioners may terminate this Agreement pursuant to Paragraph 14, "Termination For Cause".

17. POST MOST WANTED DELINQUENT PARENTS LIST

Contractor acknowledges that the Commission places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that the Commission policy to strongly encourage Commission Contractors to voluntarily post an entitled "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. The Child Support Services Department (CSSD) will supply Contractor with the poster to be used.

18. INDEPENDENT CONTRACTOR

This Agreement does not, is not intended to, nor shall it be construed to create the relationship of agent, employee or joint venture between the Commission and the Contractor.

19. EMPLOYEES OF CONTRACTOR

Workers' Compensation: Contractor understands and agrees that all persons furnishing services to the Commission pursuant to this Agreement are, for the purposes of Workers' Compensation liability, employees solely of the Contractor. Contractor shall bear sole responsibility and liability for providing Workers' Compensation benefits to any person for injuries arising from an accident connected with services provided to the Commission under this Agreement.

Professional Conduct: the Commission does not and will not condone any acts, gestures, comments or conduct from the Contractor's employees, agents or subcontractors which may be construed as sexual harassment or any other type of activities or behavior that might be construed as harassment. The Commission will properly investigate all charges of harassment by residents, employees or agents of the Commission against any and all Contractor's employees, agents or subcontractors providing services for the Commission. The Contractor assumes all liability for the actions of the Contractor's employees, agents or subcontractors and is responsible for taking appropriate action after reports of harassment are received by the Contractor.

20. DRUG-FREE WORKPLACE ACT OF THE STATE OF CALIFORNIA

Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990.

21. SAFETY STANDARDS AND ACCIDENT PREVENTION

The Contractor shall comply with all applicable federal, state and local laws governing safety, health and sanitation. The Contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions, as its own responsibility, reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of this Agreement.

22. COMPLIANCE WITH LAWS

The Contractor agrees to be bound by all applicable federal, state and local laws, regulations, and directives as they pertain to the performance of this Agreement, including but not limited to, the Housing and Community Development Act of 1974, as amended by the Cranston-Gonzalez National Affordable Housing Act, 1990, and the 24 CFR Part 85, and the Americans with Disabilities Act of 1990. If the compensation under this Agreement is in excess of \$100,000 then Contractor shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 18579h)), section 508 of the Clean Water Act (33 U.S.C. 1368),

Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15).

The Contractor must obtain and present all relevant state and local insurance, training and licensing pursuant to services required within this Agreement.

Contractor shall comply with the following laws in Sections 23-32, inclusive.

23. CIVIL RIGHTS ACT OF 1964, TITLE VI (NON-DISCRIMINATION IN FEDERALLY-ASSISTED PROGRAMS)

Contractor shall comply with the Civil Rights Act of 1964 Title VI which provides that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

24. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

Contractor shall comply with Section 109 of the Housing and Community Development Act of 1974 which states that no person in the United States shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

25. AGE DISCRIMINATION ACT OF 1975 AND SECTION 504 OF THE REHABILITATION ACT OF 1973

Contractor shall comply with the Age Discrimination Act of 1975 and section 504 of the Rehabilitation Act of 1973, which require that no person in the United States shall be excluded from participating in, denied the benefits of, or subject to discrimination under this Agreement on the basis of age or with respect to an otherwise qualified disabled individual.

26. EXECUTIVE ORDER 11246 AND 11375, EQUAL OPPORTUNITY IN EMPLOYMENT (NON-DISCRIMINATION IN EMPLOYMENT BY GOVERNMENT CONTRACTORS AND SUBCONTRACTORS)

Contractor shall comply with Executive Order 11246 and 11375, Equal Opportunity in Employment, which requires that during the performance of this Agreement, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous

places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Contractor will send to each labor union or representative of workers with which he has a collective bargaining Agreement or other contract or understanding, a notice to be provided by the agency of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by the Executive Order and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Commission and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of Contractor's noncompliance with the non-discrimination clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in the Executive Orders and such other sanctions may be imposed and remedies invoked as provided in the Executive Order or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

The Contractor will include the provisions of these paragraphs in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order No. 11246 of September 24, 1965, that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such actions with respect to any subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance, provided however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

27. GREATER AVENUES FOR INDEPENDENCE (GAIN) PROGRAM AND GENERAL RELIEF OPPORTUNITY FOR WORK (GROW)

Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. Contractor shall contact the County's GAIN/GROW Division at (626) 927-5354 for a list of GAIN/GROW participants by job category.

28. FEDERAL LOBBYIST REQUIREMENTS

The Contractor is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD's 24 CFR Part 87, from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, loan or cooperative Agreement, and any extension, continuation, renewal, amendment or modification of said documents.

The Contractor must certify in writing on the Federal Lobbyist Requirements Certification form that they are familiar with the Federal Lobbyist Requirements and that all persons and/or subcontractors acting on behalf of the Contractor will comply with the Lobbyist Requirements.

Failure on the part of the Contractor or persons/subcontractors acting on behalf of the Contractor to fully comply with the Federal Lobbyist Requirements may be subject to civil penalties.

29. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

30. USE OF RECYCLED-CONTENT PAPER PRODUCTS

The Contractor agrees to use recycled-content paper to the maximum extent possible on the Project.

31. CONTRACTOR RESPONSIBILITY AND DEBARMENT

- A. A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the policy of the Commission to conduct business only with responsible contractors.
- B. The Contractor is hereby notified that if the Commission acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the Commission may, in addition to other remedies provided in the contract, debar the Contractor from bidding on Commission contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing contracts the Contractor may have with the Commission.
- C. The Commission may debar a contractor if the Board of Commissioners finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County, the Commission or the Housing Authority, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, the Commission or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County, the Commission or the Housing Authority or any other public entity.
- D. If there is evidence that the Contractor may be subject to debarment, the Commission will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.
- F. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

G. These terms shall also apply to subcontractors of Commission contractors.

32. COMPLIANCE WITH JURY SERVICE PROGRAM

1. Unless Contractor has demonstrated to the Commission satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program or that Contractor qualifies for an exception to the Jury Service Program, Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the Commission or a subcontract with a Commission contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more Commission contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the Commission, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the Commission under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. "*The Commission*" may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the Commission satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, Commission may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of

future Commission contracts for a period of time consistent with the seriousness of the breach.

33. ACCESS AND RETENTION OF RECORDS

Contractor shall provide access to the Commission, the Federal Grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the Contractor which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts and transcriptions.

The Contractor is required to retain the aforementioned records for a period of five (5) years after the Commission pays final payment and other pending matters are closed under this Agreement.

34. CONFLICT OF INTEREST

The Contractor represents, warrants and agrees that to the best of its knowledge, it does not presently have, nor will it acquire during the term of this Agreement, any interest direct or indirect, by contract, employment or otherwise, or as a partner, joint venture or shareholder (other than as a shareholder holding a one percent (1%) or less interest in publicly traded companies) or affiliate with any business or business entity that has entered into any contract, subcontract or arrangement with the Commission . Upon execution of this Agreement and during its term, as appropriate, the Contractor shall, disclose in writing to the Commission any other contract or employment during the term of this Agreement by any other persons, business or corporation in which employment will or may likely develop a conflict of interest between the Commission interest and the interests of the third parties.

35. SEVERABILITY

In the event that any provision herein contained is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

36. INTERPRETATION

No provision of this Agreement is to be interpreted for or against either party because that party or that party's legal representative drafted such provision, but this Agreement is to be construed as if drafted by both parties hereto.

37. WAIVER

No breach of any provision hereof can be waived unless in writing. Waiver of any one

breach of any provision shall not be deemed to be a waiver of any breach of the same or any other provision hereof.

38. PATENT RIGHTS

The Commission will hold all the patent rights with respect to any discovery or invention which arises or is developed in the course of, or under this Agreement.

39. COPYRIGHT

No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor. All such documents become the property of the Commission and the Commission holds all the rights to said data.

40. NOTICES

Commission shall provide Contractor with notice of any injury or damage arising from or connected with services rendered pursuant to this Agreement to the extent that Commission has actual knowledge of such injury or damage. Commission shall provide such notice within ten (10) days of receiving actual knowledge of such injury or damage.

Notices provided for in this Agreement shall be in writing and shall be addressed to the person intended to receive the same, at the following address:

The Commission:	(Contact person)
The Contractor:	(Contractor contact person)

Notices addressed as above provided shall be deemed delivered three (3) business days after mailed by U.S. Mail or when delivered in person with written acknowledgement of the receipt thereof. The Contractor and the Commission may designate a different address or addresses for notices to be sent by giving written notice of such change of address to all other parties entitled to receive notice.

41. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in *Attachment D - Required Contract Notices* of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

42. CONTRACTOR'S ACKNOWLEDGMENT OF THE COMMISSION'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the Commission places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the Commission's policy to encourage all Commission Contractors to voluntarily post the Commission "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The Department of Children and Family Services of the County of Los Angeles will supply the Contractor with the poster to be used.

43. ENTIRE AGREEMENT

This Agreement with Attachments A through D constitutes the entire understanding and agreement of the parties. This Agreement includes the following attachments:

- A. Statement of Work
- B. Fee Schedule
- C. Required Contract Certifications
- D. Required Contract Notices

44. SIGNATURES

IN WITNESS WHEREOF, the Contractor and the Commission have executed this Contract through their duly authorized officers this _____ day of _____, ____.

COMMUNITY DEVELOPMENT COMMISSION
OF THE COUNTY OF LOS ANGELES

By _____
Executive Director

(insert name of the Contractor's company)

By _____

Title _____

APPROVED AS TO FORM:

OFFICE OF COUNTY COUNSEL

By _____
Deputy